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Government of Karnataka

Rs. 200

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Purchased by	:	CIVIL QUALITY CONSULTANTS AND ENGINEERS
Description of Document	:	Article 12 Bond
Description	:	AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	EXECUTIVE ENGINEER RR NAGAR DIVISION BBMP
Second Party	:	CIVIL QUALITY CONSULTANTS AND ENGINEERS
Stamp Duty Paid By	:	CIVIL QUALITY CONSULTANTS AND ENGINEERS
Stamp Duty Amount(Rs.)	:	200 (Two Hundred only)

SHIVAPRIYA SOUHARADA CREDIT CO-OPERATIVE LTD.
No. 1104, Abhi Arced, 1st Floor, 1st Main,
Kengeri Satellite Town, Bangalore-560 060

CIVIL QUALITY CONSULTANTS AND ENGINEERS
IN-KA91527295114319T
RS. 200
30-MAR-2021 04:51 PM

Please write or type below this line

CONTRACT FOR CONSULTING SERVICES

Agreement No: EE/RRN/AGR/ 03 /2020-21 Dated: 06/04/2021

This Contract is entered into on the 06/04 of 2021 Between The **Executive Engineer – Rajarajeshwarinagra Division,** Near Chowdeshwarinagar bus stop Mathikere, Bengaluru-560054.

And

Consultant

Executive Engineer
Rajarajeshwarinagra Division

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
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Civil Quality Consultants and Engineers,#133,Bhuvaneshwarinagar, Dodda Basti Main road , Bangalore - 560 056

WHEREAS, the Client wishes to have the Consultant performing the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services," Consultancy for Project Management including Supervision Quality Control for the work of Comprehensive Development of Roads, Drains, Special repairs to buildings and other works in Sunnadagoodu, Ambedkarnagar, Mohan Kumar nagar, Poornapura, Ramabhovi Colony, Jalahalli Harijana, Siddarthanagar, Khathanagar, Ashrayanagar, Karadigudi, Peenya 4th block A K Colony and Surrounding areas of Slums in R R Nagar Constituency under PACKAGE- 2019-20 RRN-DIV-(13)"

Sl. No.	Description of the Work	Estimated Cost in Lakhs
1	Comprehensive Development of Roads, Drains, Special repairs to buildings and other works in Sunnadagoodu, Ambedkarnagar, Mohan Kumar nagar, Poornapura, Ramabhovi Colony, Jalahalli Harijana, Siddarthanagar, Khathanagar, Ashrayanagar, Karadigudi, Peenya 4th block A K Colony and Surrounding areas of Slums in R R Nagar Constituency under PACKAGE- 2019-20 RRN-DIV-(13)	1000.00

NOW THEREFORE THE PARTIES hereby agree as follows:

1. **Services:**

(i) The Consultant shall perform the services specified in Attachment A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").

(ii) The Consultant shall provide the personnel listed in Attachment B, "Consultant's Personnel" to perform the Services.

(iii The Consultant shall submit to the Client the reports in the form and within the time periods specified in Attachment C, "Consultant's Reporting Obligations".

2. **Term:**

The Consultant shall perform the Services during the period commencing 2021 and continuing through the completion of the construction work or any other period as may be subsequently agreed by the parties in writing.

3. **Payment:**

A. Ceiling

For Services rendered pursuant to Attachment A, the Client shall pay the Consultant an amount not to exceed **Rs. 9,96,000/- (Rupees Nine Lakh Ninety Six Thousand only)** This amount has been established based on the understanding that it includes all

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Rajarajeshwarinagara Division

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of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

The Schedule of payments shall be as under:

(i) 15% of Contract Price: On entering into Agreement.
(ii) 20% of Contract Price: On achieving 20% of Physical Progress at Site.
(iii) 20% of Contract Price: On achieving 40% of Physical Progress at Site.
(iv) 20% of Contract Price: On achieving 60% of Physical Progress at Site.
(v) 20% of Contract Price: On achieving 80% of Physical Progress at Site.
(vi) 5% of Contract Price: On Submission of Completion Report and As Built Drawings.

Note: All payments shall be made on submission of pre-receipted invoices by the Consultant in duplicate for the respective stages.

D. Payment Conditions:

Payment shall be made in Indian Rupees, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4.

4. Contract Administration:

A. Coordinator:

The Client designates Executive Engineer - Rajarajeshwarinagar Division As Client's Coordinator; The Coordinator shall be responsible for the coordination of activities under the Contract, for acceptance and approval of the reports and other deliverables by the Client and for receiving and approving invoices for the payment.

B. Reports:

The Reports listed in Attachment C, "Consultant's Reporting Obligations" shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under Clause 3.

5. Performance Standards:

The Consultants undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

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6. **Confidentiality:**
The Consultants shall not, during the term of the Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

7. **Ownership of Material:**
Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultants for the Client under the Contract shall belong and remain the property of the Client. The Consultants may retain a copy of such documents and software; but shall not use them for purposes unrelated to this Contract without prior written approval of the Client.

8. **Consultants not to be engaged in certain activities:**
The Consultants agree that during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, shall be disqualified from providing goods, works or services(other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

9. **Insurance:**
The Consultant will be responsible for appropriate insurance coverage. In this regard, the Consultant shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Consultant shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of , or in connection with the services which result from the fault of the Consultant or its staff. The Consultant shall provide the Client with certification thereof up on request.

10. **Assignment:**
The Consultant shall not assign this Contract or to sub-contract any portion without the Client's prior written consent.

11. **Law governing the Contract:**
The contract shall be governed by the Laws of India.

12. **Indemnify the Client:**
The Consultant shall indemnify and hold harmless the Client against any and all claims, demands and/or judgments of any nature brought against the Client arising out of the Services by the Consultant and its staff under the Contract. The obligation under this Clause shall survive the termination of the Contract.

13. **Taxes:**
The Consultant shall pay the taxes, duties, fees, levies and other impositions payable under the Applicable Law. The Client will perform such duties in this regard to the

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deduction of such tax as may be lawfully imposed. However Consultancy Service tax payable for providing this Consultancy Services shall be paid/reimbursed by the Client separately.

For the Client

Signed By:

Name and Designation

Date:
Place:

The Consultant

Signed By:

Name:

Date:
Place:

List of Attachments to the Contract:

Attachment A: Description of Services

Attachment B: Consultant's reporting Obligations

APPENDICES

Appendix A: Description of the Services

The Consultant shall carry out the Scope of Services as per the Requirements detailed in "Terms of Reference" issued by the Client.

Appendix B: Consultant's Reporting Obligations

Sl. No.	Description	Time Schedule	No. of Copies
1.	Inception Report and Quality Assurance Plan	Within 7 days after Mobilization	3
2.	Monthly Progress Report	By the 5th of each month	3
3.	Final Report	One Week after Completion of the Work	3
4.	Quality Assurance Report	Along with the R. A. Bills	---

Consultant

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Rajarajeshwarinagar Division

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